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9 Counsel for Movant

10 **Signed: January 9, 2013**

11   
12 ALAN JAROSLOVSKY U.S. Bankruptcy Judge

13 **UNITED STATES BANKRUPTCY COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA**

15 **SANTA ROSA DIVISION**

16 In re

17 Dean Gregory Asimos,  
18 Debtor.

19 Deutsche Bank National Trust Company, as  
20 trustee for DSLA Mortgage Loan Trust Mortgage  
21 Loan Pass-Through Certificates, Series 2006-AR2,  
22 its assignees and/or successors in interest,

23 Movant,

vs.

24 Dean Gregory Asimos,  
25 David Burchard, Trustee,

26 Respondents.

27 Case No.: 11-13214

28 RS No. JAB10726

CHAPTER 13

**ORDER MODIFYING AUTOMATIC  
STAY AND FOR ADEQUATE  
PROTECTION**

**CONTINUED HEARING:**

Date: January 10, 2013

Time: 9:00 a.m.

Place: U.S. Bankruptcy Court  
99 South "E" Street  
Santa Rosa, CA 95404

26 It is hereby ordered and agreed by and between Movant Deutsche Bank National  
27 Trust Company, as trustee for DSLA Mortgage Loan Trust Mortgage Loan Pass-Through  
28 Certificates, Series 2006-AR2, its assignees and/or successors in interest ("Movant"), through its  
counsel, Jennifer A. Bender of the Law Offices of Les Zieve, and Debtor Dean Gregory Asimos  
("Debtor"), through his counsel, Scott J. Sagaria of the Law Offices of Scott J. Sagaria, as

follows:

1. **IT IS HEREBY ORDERED** that the automatic stay as it affects Movant's interest in the real property generally described as 1040 East Macarthur Street, Sonoma, California 95476 ("Property"), shall remain in effect, unless otherwise extinguished by operation of law, provided Debtor complies with all of the provisions set forth below.

2. **IT IS FURTHER ORDERED** that Debtor shall make monthly payments on Movant's first deed of trust obligation, in a timely fashion, beginning with the January 1, 2013 payment in the amount of \$1,774.82, and continuing thereafter on the first (1st) day of each month. Payments are due on the first (1st) day of each month and are delinquent after the fifteenth (15th) day of each month. The monthly payments shall be \$1,774.82 through June 2013, or until Movant either approves or denies Debtor's request for a loan modification, whichever occurs first. If Debtor's request for a loan modification is approved, the amount of the monthly payments shall be determined by the terms of the modified loan documents. If Debtor's request for a loan modification is denied, or if Debtor is unable to obtain a loan modification on or before July 1, 2013, the amount of the monthly payments shall be determined by the terms of the original loan documents and Debtor understands and acknowledges that he is responsible for curing the entire post-petition default owed to Movant. All payments due to Movant hereunder shall be paid to Movant at the following address:

Ocwen Loan Servicing, LLC

Attention: Cashiering Department

P.O. Box 24781

West Palm Beach, FL 33416

3. **IT IS FURTHER ORDERED** that in the event Debtor fails to timely or properly comply with the payment provisions set forth in paragraph 2 hereinabove, Movant may file and serve a Declaration Re: Non-Compliance on Debtor via U.S. regular mail and Debtor's counsel via U.S. regular mail and facsimile. Debtor shall then have ten (10) days from the date of service of the Declaration Re: Non-Compliance within which to cure the existing breach. If Debtor fails to do so, then on the eleventh (11th) day, Movant may serve and lodge a Declaration Re: Non-Cure of Default, along with a final Order for Relief from the Automatic Stay. The Court shall cause said Order to be entered. Upon the entry of said Order, the automatic stay in

1 the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all  
2 purposes as to Movant, and Movant may proceed with a foreclosure sale of the Property,  
3 pursuant to applicable state law, without further court order or proceeding, and thereafter take  
4 any action necessary to obtain complete possession of the Property.

5       4.     **IT IS FURTHER ORDERED** that if the loan secured by Movant's first  
6 deed of trust obligation is non-escrowed, then Debtor shall maintain property taxes and current  
7 hazard insurance for the Property, and provide proof of said insurance to Movant on a timely  
basis.

8       5.     **IT IS FURTHER ORDERED** that the acceptance by Movant of a late or  
9 partial payment(s) shall not act as a waiver of Movant's right to proceed hereunder.

10       6.     **IT IS FURTHER ORDERED** that the 14-day stay set forth in Federal  
11 Rule of Bankruptcy Procedure 4001(a)(3) is hereby waived for the purposes of both this Order  
12 and Order prospectively contemplated in paragraph 3 above.

13       7.     **IT IS FURTHER ORDERED** that in the event this case is converted to a  
14 Chapter 7, the automatic stay shall be terminated as to Debtor only without further notice, order,  
15 or proceeding of the Court. If the automatic stay is terminated as a matter of law, the terms of  
16 this Order shall immediately cease in effect and Movant may proceed to enforce its remedies  
17 under applicable non-bankruptcy law against the Property and/or against Debtor.

18       8.     **IT IS FURTHER ORDERED** that the foregoing terms and conditions shall  
19 only be binding during the pendency of this bankruptcy case. If, at any time, the stay is  
20 terminated with respect to the Property by court order or by operation of law, the foregoing terms  
21 and conditions shall cease to be binding and Movant may proceed to enforce its remedies under  
22 applicable non-bankruptcy law against the Property and/or against Debtor.

23       9.     **IT IS FURTHER ORDERED** that Movant shall be permitted to offer and  
24 provide Debtor with information regarding a potential Forbearance Agreement, Loan  
25 Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and to  
26 enter into such agreement with Debtor.

27       ///

28       ///

1 IT IS SO STIPULATED:

2  
3 LAW OFFICE OF LES ZIEVE

4 DATED: 1-8-13

5  
6 By: Jennifer A. Bender, Attorneys for Movant,  
7 Deutsche Bank National Trust Company, as trustee  
8 for DSLA Mortgage Loan Trust Mortgage Loan  
9 Pass-Through Certificates, Series 2006-AR2

10  
11 LAW OFFICES OF SCOTT J. SAGARIA

12 DATED: 1-8-2013

13 By: Scott J. Sagaria, Attorney for Debtor,  
14 Dean Gregory Asimos

15  
16 \*\*END OF ORDER\*\*